

Entered: February 22nd, 2021

Signed: February 22nd, 2021

SO ORDERED

Thomas J. Catliota
THOMAS J. CATLIOTA
U.S. BANKRUPTCY JUDGE

UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MARYLAND
Greenbelt Division

IN RE:

ANTHONY D PEARSON, SR.

Debtor

Chapter 13
Case No. 20-19673-TJC

WELLS FARGO BANK, NATIONAL
ASSOCIATION, AS TRUSTEE FOR
STRUCTURED ASSET MORTGAGE
INVESTMENTS II INC., BEAR STEARNS
MORTGAGE FUNDING TRUST 2006-AR1,
MORTGAGE PASS-THROUGH
CERTIFICATES, SERIES 2006-AR1
Movant

Ref. Dkt. #20

v.

ANTHONY D PEARSON, SR.
(Debtor)

KELLY M. PEARSON
(Co-Debtor)

REBECCA A. HERR
(Trustee)
Respondents

**STIPULATION FOR CONSENT ORDER RESOLVING
OBJECTIONS TO MOTION FOR RELIEF FROM AUTOMATIC
STAY AND CO-DEBTOR STAY AND FOR ORDER MODIFYING THE AUTOMATIC
STAY AND GRANTING RELIEF FROM CO-DEBTOR STAY OF SELECT
PORTFOLIO SERVICING, INC. AS SERVICER FOR MEB LOAN TRUST IV**

1. The above-styled Motion having been scheduled for a hearing before the Court on February 22, 2021, upon Notice of Hearing to each of the above-captioned parties in interest, and it appearing to the Court that the parties consent hereto:
2. IT IS HEREBY AGREED that the *Motion for Relief from Stay and Co-Debtor Automatic Stay* is denied, as the parties herein agree that the interest of Movant is adequately protected by payment and performance as more particularly set forth hereinafter.
3. IT IS FURTHER AGREED that as of February 1, 2021, the post-petition arrearage is as follows, pursuant to the terms of the Note, as set forth in the chart below:

Number of Missed Payments	From	To	Monthly Missed Principal and Interest	Monthly Missed Escrow (if applicable)	Monthly Payment Amount	Total of Monthly Payments Missed
1	<u>2/01/2021</u>	<u>2/01/2021</u>	<u>\$1,018.25</u>	<u>\$662.70</u>	<u>\$1,605.58</u>	<u>\$1,605.58</u>
Less post-petition partial payments (suspense balance):				\$83.34		

Total: \$1,522.24

4. IT IS FURTHER AGREED that the arrearage shall be paid as follows:

The Debtor shall timely maintain all future payments to the Chapter 13 Trustee due under the confirmed Chapter 13 Plan. Debtor shall make the following payments to cure the post-petition arrearage and other amounts owing set forth in paragraph 3 with such payments posted pursuant to the records of Creditor on the date specified below:

Month Stipulation Payment Due	Monthly Stipulation Payment Amount
March 15, 2021	\$253.71

April 15, 2021	\$253.71
May 15, 2021	\$253.71
June 15, 2021	\$253.71
July 15, 2021	\$253.71
August 15, 2021	\$253.69
Total:	\$1,522.24

5. Regular payments in the amount of \$1,605.58 to be paid on or before March, 1, 2021 and any additional amount as required or allowed by the Note and Security Instrument, should be sent to: Select Portfolio Servicing, Inc. Attn: Remittance Processing P.O. Box 65450 Salt Lake City, UT 84165-0450.
6. IT IS FURTHER AGREED that should Debtor default in payment of any sum specified herein, or in any regular monthly mortgage payments which come due according to Movant's Loan Documents, for the life of the bankruptcy, then upon notice of default filed with the Court and sent by first class mail to debtor, and failure of debtor to cure such default within ten (10) days from the date of receipt of such notice. Movant may file a certificate on non-response, and the court shall enter an order releasing Movant from the automatic stay, without further notice or hearing.
7. IT IS FURTHER AGREED that in the event relief from the automatic stay is later granted, the Trustee shall cease funding any balance of Movant's claim, the provisions of Fed. R. Bank. P. 4001(a)(3) shall be waived and the Order shall be in full force and effect upon entry.
8. IT IS FURTHER AGREED that upon completion of any foreclosure sale, any funds in excess of the amount due to Movant and to any subordinate lienholder(s) properly entitled to receive proceeds under applicable State Law that would otherwise be payable to the

Debtor(s), shall be payable to the Trustee by the entity receiving the funds from the foreclosure sale for the benefit of the Estate while the Debtor(s) remains in bankruptcy.

9. IT IS FURTHER AGREED that relief is granted as to Kelly M. Pearson, the Co-Debtor, from the automatic stay imposed by §1301(a) to the same extent and on the same terms and conditions as granted as to the debtor.

SEEN AND AGREED:

/s/ Elizabeth M. Abood-Carroll
James E. Clarke, Bar #15153
John E. Tarburton, Bar #26398
Paul J. Moran, Bar #19595
Elizabeth M. Abood-Carroll, Bar #20631
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/s/ Jillian M. Kindlund (with consent)
Jillian M. Kindlund
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Attorney for the Debtor
RE: Case No: 20-19673-TJC

CERTIFICATION

I HEREBY CERTIFY that the terms of the copy of the order submitted to the Court are identical to those set forth in the original consent order; and the signatures represented by the /s/ on this copy reference the signatures of consenting parties on the original consent order.

/s/ Elizabeth M. Abood-Carroll
James E. Clarke, Esquire
John E. Tarburton, Esquire
Paul J. Moran, Esquire
Elizabeth M. Abood-Carroll, Esquire

Copies to:

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Debtor

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Chapter 13 Trustee

END OF ORDER